



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COMOX VALLEY AFFORDABLE HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OLC  
                                 OPC, FFL, MNDL, MNDCL

### Introduction

This hearing dealt with an Application for Dispute Resolution that was filed by the Tenant (the Tenant's Application) under the *Residential Tenancy Act* (the Act), on June 4, 2022, seeking:

- Cancellation of a One Month Notice to End Tenancy for Cause (the One Month Notice); and
- An Order for the Landlord to Comply with the Act, regulations, or tenancy agreement.

This hearing also dealt with a Cross-Application for Dispute Resolution that was filed by the Landlord (the Landlord's Application) under the Act, on September 27, 2022, seeking:

- An order of possession for cause based on the One Month Notice;
- Compensation for damage caused by the Tenant, their pets or their guests to the rental unit or property;
- Compensation for monetary loss or other money owed; and
- Recovery of the \$100.00 filing fee.

The hearing was convened by telephone conference call at 9:30 AM and was attended by the Tenant, an insurance agent (J.L.) from the Tenant's insurance provider, and two agents for the Landlord A.J. and P.O. (the Agents). All testimony provided was affirmed. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The participants were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The participants were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The Participants were also advised that personal recordings of the proceeding were prohibited under the Residential Tenancy Branch Rules of Procedure (the Rules of Procedure) and confirmed that they were not recording the proceedings.

### Preliminary Matters

In their Applications the Tenant and the Landlord sought remedies under multiple unrelated sections of the Act. Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

I find that the priority claims relate to the One Month Notice and whether the tenancy will continue or end. As the other claims are not sufficiently related to the One Month Notice or continuation or end of the tenancy, I exercise my discretion to dismiss the following claims with leave to reapply:

- The Tenant's claim for an Order for the Landlord to Comply with the Act, regulations, or tenancy agreement;
- The Landlord's claim for compensation for damage caused by the Tenant, their pets or their guests to the rental unit, or property; and
- The Landlord's claim for compensation for monetary loss or other money owed.

As a result, the hearing proceeded based only on the Tenant's Application seeking cancellation of a One Month Notice and the Landlord's Application seeking enforcement of the One Month Notice and recovery of the filing fee. At the request of the parties, a copy of the decision and any orders issued in their favor will be e-mailed to them at the e-mail addresses confirmed at the hearing.

### Issue(s) to be Decided

Is the Tenant entitled to cancellation of the One Month Notice?

If not, is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

At the hearing, the Agents agreed to cancel the One Month Notice and continue the tenancy, as they stated that they had just received a cheque from the Tenant's insurance provider for the cost of damage repairs. The Tenant agreed to the Landlord's cancellation of the One Month Notice and the continuation of the tenancy.

### Analysis

The Agents agreed to cancel the One Month Notice and the Tenant consented to this cancellation and a continuation of the tenancy. As a result, I grant the Tenant's Application seeking cancellation of the One Month Notice and I dismissed the Landlord's Application seeking enforcement of the One Month Notice without leave to reapply. As the Landlord's Application seeking enforcement of the One Month Notice was dismissed, I decline to grant them recovery of the filing fee.

### Conclusion

I grant the Tenant's Application seeking cancellation of the One Month Notice and I dismissed the Landlord's Application seeking enforcement of the One Month Notice and recovery of the filing fee without leave to reapply. The One Month Notice dated May 25, 2022, with an effective date of June 30, 2022, is therefore cancelled and I order that the tenancy continue in full force and effect until it is ended by the parties in accordance with the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: October 17, 2022

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Residential Tenancy Branch